

**EXHIBIT A**  
**TO NOTICE OF REMOVAL**

SUM-100

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

SMITHS DETECTION, INC., a Delaware corporation; and DOES 1 through 50, inclusive.

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

VIET NGUYEN, on behalf of himself and all others similarly situated.

CLERK OF THE SUPERIOR COURT  
By M. Williams

Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. (AVISO!) Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Rene C. Davidson Courthouse  
1225 Fallon Street, Oakland, CA 94612CASE NUMBER: Número del Caso  
RD 20084058

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

David Keledjian of the Setareh Law Group, 8665 Wilshire Blvd., Suite 430, Beverly Hills, CA 90212 (310) 888-7771

DATE: 12/31/2020

(Fecha)

December 16, 2020 Chad Finke, Court Executive Officer

Clerk, by

(Secretario)

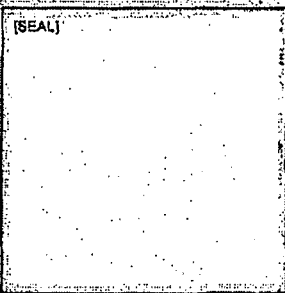
M. Williams

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



### NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): Smith's Detection, Inc., a Delaware corporation  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
- ☒ by personal delivery on (date) 12/31/20

Page 1 of 1

1 Shaun Setareh (SBN 204514)  
2 shaun@setarehlaw.com  
3 David Keledjian (SBN 309135)  
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5 SETAREH LAW GROUP  
6 9665 Wilshire Blvd., Suite 430  
7 Beverly Hills, California 90212  
8 Telephone (310) 888-7771  
9 Facsimile (310) 888-0109

10 Attorneys for Plaintiff VIET NGUYEN

ENDORSED  
FILED  
ALAMEDA COUNTY

DEC 17 2020

CLERK OF THE SUPERIOR COURT  
By: M. Williams Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF ALAMEDA  
13 UNLIMITED JURISDICTION

14 VIET NGUYEN, on behalf of himself and all  
15 others similarly situated,

16 *Plaintiff,*

17 vs.

18 SMITHS DETECTION, INC., a Delaware  
19 corporation; and DOES 1 through 50,  
20 inclusive,

21 *Defendants.*

Case No. **RG 20084058**

**CLASS ACTION COMPLAINT FOR:**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
5. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

**JURY TRIAL DEMANDED**

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**CLASS ACTION COMPLAINT**

Filed By Fax

1 Plaintiff VIET NGUYEN ("Plaintiff"), on behalf of himself, all others similarly situated, and  
2 the general public, complain and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendants SMITHS DETECTION, INC., a  
5 Delaware corporation; and DOES 1 through 50, inclusive, (collectively referred to as "Defendants")  
6 for alleged violations of the California Labor Code and California Business and Professions Code.  
7 As set forth below, Plaintiff alleges that Defendants have:

- 8 (1) failed to pay them at least minimum wage for all hours worked;  
9 (2) failed to pay them overtime wages at the correct rate;  
10 (3) failed to pay them double time wages at the correct rate;  
11 (4) failed to pay them overtime and/or double time wages by failing to include all  
12 applicable remuneration in calculating the regular rate of pay;  
13 (5) failed to provide him and all other similarly situated individuals with meal  
14 periods;  
15 (6) failed to provide them with rest periods;  
16 (7) failed to pay them premium wages for missed meal and/or rest periods; and  
17 (8) failed to pay them all of their final wages following separation of employment.

18 Based on these alleged Labor Code violations, Plaintiff now brings this class action to recover  
19 unpaid wages, liquidated damages, penalties, restitution and related relief on behalf of himself, all  
20 others similarly situated, and the general public.

21 **2. JURISDICTION AND VENUE**

22 3. This Court has subject matter jurisdiction to hear this case because the monetary  
23 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction  
24 of the Superior Court of the State of California.

25 4. Venue is proper in the County of Alameda pursuant to Code of Civil Procedure  
26 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions  
27 that are the subject matter of this Complaint occurred therein and/or each defendant is found,  
28 maintains offices, transacts business and/or has an agent therein.

4           6. Plaintiff is informed and believes, and thereupon alleges that the individual claims of  
5 the classes defined below are under the \$75,000 threshold for federal diversity jurisdiction and the  
6 aggregate claim is under the \$5,000,000 threshold for federal jurisdiction under the Class Action  
7 Fairness Act of 2005.

## PARTIES

9           7.       Plaintiff VIET NGUYEN is, and at all relevant times mentioned herein, an individual  
10       residing in the State of California.

11           8.       Plaintiff is informed and believes, and thereupon alleges that Defendant SMITHS  
12 DETECTION, INC., is, and at all relevant times mentioned herein, a Delaware corporation doing  
13 business in the State of California.

14           9.       Plaintiff is ignorant of the true names and capacities of the defendants sued herein as  
15 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff  
16 will amend this Complaint to allege the true names and capacities of the DOE defendants when  
17 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously  
18 named defendants are responsible in some manner for the occurrences, acts and omissions alleged  
19 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of  
20 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE  
21 defendants when ascertained.

10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent and ratification by such other defendants.

11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and

1 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts  
2 and omissions alleged herein.

3 12. This action has been brought and may be maintained as a class action pursuant to Code  
4 of Civil Procedure section 382 because there is a well-defined community of interest among the  
5 persons who comprise the readily ascertainable classes defined below and because Plaintiff is  
6 unaware of any difficulties likely to be encountered in managing this case as a class action.

7 13. **Relevant Time Period:** The relevant time period is defined as the time period  
8 beginning four years prior to the filing of this action until judgment is entered.

9 **Hourly Employee Class:** All persons employed by Defendants, collectively or separately,  
10 and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions  
11 in California four years prior to the filing of this action and ending on the date that final  
12 judgment is entered in this action ("Hourly Employee Class").

13 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in a  
14 shift in excess of five hours during the four years prior to the filing of this action and  
15 ending on the date that final judgment is entered in this action.

16 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift  
17 of at least three and one-half (3.5) hours the four years prior to the filing of this action  
18 and ending on the date that final judgment is entered in this action.

19 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who  
20 separated from their employment with Defendants during the period beginning three  
21 years before the filing of this action and ending when final judgment is entered.

22 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in California  
23 during the four years prior to the filing of this action and ending on the date that final judgment  
24 is entered in this action.

25 14. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right  
26 to amend or modify the class definitions with greater specificity, by further division into sub-classes  
27 and/or by limitation to particular issues.

28 15. **Numerosity:** The class members are so numerous that the individual joinder of each  
individual class member is impractical. While Plaintiff does not currently know the exact number of  
class members, Plaintiff is informed and believes, and thereupon alleges that the actual number  
exceeds the minimum required for numerosity under California law.

16. **Commonality and Predominance:** Common questions of law and fact exist as to all  
class members and predominate over any questions which affect only individual class members.



1 These common questions include, but are not limited to:

- 2 A. Whether Defendants maintained a policy or practice of failing to provide
- 3 employees with their meal periods;
- 4 B. Whether Defendants maintained a policy or practice of failing to provide
- 5 employees with their rest periods;
- 6 C. Whether Defendants failed to pay premium wages to class members when they
- 7 have not been provided with required meal and/or rest periods;
- 8 D. Whether Defendants failed to pay minimum and/or overtime wages to class
- 9 members as a result of policies that fail to provide meal periods in accordance
- 10 with California law;
- 11 E. Whether Defendants failed to pay minimum and/or overtime wages to class
- 12 members for all time worked;
- 13 F. Whether Defendants applied policies or practices that result in late and/or
- 14 incomplete final wage payments;
- 15 G. Whether Defendants are liable to class members for waiting time penalties
- 16 under Labor Code section 203; and
- 17 H. Whether class members are entitled to restitution of money or property that
- 18 Defendants may have acquired from them through unfair competition;

19 17. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff  
 20 is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to  
 21 comply with the California Labor Code and Business and Professions Code as alleged in this  
 22 Complaint.

23 18. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in  
 24 that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class  
 25 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly  
 26 and adequately represent and protect the interests of the other class members.

27 19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that  
 28 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in

1 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf  
2 of Plaintiff and absent class members.

3       20.     **Superiority:** A class action is vastly superior to other available means for fair and  
4 efficient adjudication of the class members' claims and would be beneficial to the parties and the  
5 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and  
6 efficiently prosecute their common claims in a single forum without the unnecessary duplication of  
7 effort and expense that numerous individual actions would entail. In addition, the monetary amounts  
8 due to many individual class members are likely to be relatively small and would thus make it difficult,  
9 if not impossible, for individual class members to both seek and obtain relief. Moreover, a class  
10 action will serve an important public interest by permitting class members to effectively pursue the  
11 recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent  
12 or contradictory judgments inherent in individual litigation.

### 13                                   **GENERAL ALLEGATIONS**

14       21.     Plaintiff worked for Defendants from 2006 through March of 2019 as a non-exempt  
15 hourly employee.

16       22.     Plaintiff and Class members were not paid proper wages for all hours worked. Plaintiff  
17 and class members were regularly required to work off the clock, for which they were never paid  
18 wages. Specifically, Defendants also had a policy of automatically deducting thirty minutes and up  
19 to an hour, from Plaintiff's and class members' paychecks for unpaid meal periods, regardless of  
20 whether they took a meal period or not. Furthermore, what meal periods were taken by putative class  
21 members were consistently interrupted by work. Thus, Plaintiff and Class Members were regularly  
22 required to work during unpaid meal periods which they were systemically denied. These  
23 uncompensated hours were worked in excess of eight (8) hours a day and/or forty (40) hours a week  
24 entitled Plaintiff and Class Members to overtime wages which they were systemically denied.

25       23.     Putative class members were not provided with meal periods of at least thirty (30)  
26 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling or  
27 recording each meal period as part of each work shift; (2) no formal written meal policy that  
28 encouraged employees to take their meal periods, or that advised putative class members of their meal



1 and rest period rights; and (3) Defendants' practice of requiring putative class members to continue  
2 working through their meal and rest periods due to the excessive workload. Defendants also had a  
3 common policy and practice of automatically deducting 30 minutes, and up to an hour, of wages from  
4 putative class members' time whether a meal period was taken or not. Furthermore, what meal periods  
5 were taken by putative class members were consistently interrupted by work. Additionally, Plaintiff  
6 and putative class members' meal periods were consistently taken after the completion of their fifth  
7 hour of work. Moreover, Plaintiff and putative class members were never afforded the opportunity to  
8 take second meal periods when they worked in excess of ten (10) hours a day.

9       24. Putative class members were not provided with rest periods of at least ten (10) minutes  
10 for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not  
11 scheduling each rest period as part of each work shift; (2) no formal written rest period policy that  
12 encouraged employees to take their rest periods, or that advised putative class members of their meal  
13 and rest period rights; and (3) Defendants' practice of requiring putative class members to continue  
14 working through their rest breaks due to the excessive workload. Putative class members were often  
15 given work-related tasks to complete during their rest periods and were never provided the  
16 opportunity to take uninterrupted rest breaks to which they were entitled.

#### 17 **FIRST CAUSE OF ACTION**

#### 18 **FAILURE TO PROVIDE MEAL PERIODS**

19 **(Lab. Code §§ 004, 223, 226.7, 512 and 1198)**

20 **(Plaintiff and Meal Period Sub-Class)**

21       25. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if  
22 fully alleged herein.

23       26. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been  
24 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor  
25 Code and the applicable Industrial Welfare Commission Wage Order.

26       27. Labor Code section 512 and Section 11 of the applicable Industrial Welfare  
27 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt  
28 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period

1 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty  
2 minutes for each work period of ten hours.

3 28. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare  
4 Commission Wage Order ("Wage Order") both prohibit employers from requiring employees to work  
5 during required meal periods and require employers to pay non-exempt employees an hour of  
6 premium wages on each workday that the employee is not provided with the required meal period.

7 29. Compensation for missed meal periods constitutes wages within the meaning of Labor  
8 Code section 200.

9 30. Labor Code section 1198 makes it unlawful to employ a person under conditions that  
10 violate the applicable Wage Order.

11 31. Section 11 of the applicable Wage Order states:

12 "No employer shall employ any person for a work period of more than five (5) hours  
13 without a meal period of not less than 30 minutes, except that when a work period of  
14 not more than six (6) hours will complete the day's work the meal period may be  
15 waived by mutual consent of the employer and employee. Unless the employee is  
16 relieved of all duty during a 30 minute meal period, the meal period shall be considered  
17 an 'on duty' meal period and counted as time worked. An 'on duty' meal period shall  
be permitted only when the nature of the work prevents an employee from being  
relieved of all duty and when by written agreement between the parties an on-the-job  
paid meal period is agreed to. The written agreement shall state that the employee  
may, in writing, revoke the agreement at any time."

18 32. At all relevant times, Plaintiff was not subject to a valid on-duty meal period  
19 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**  
20 members were not subject to valid on-duty meal period agreements with Defendants.

21 33. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
22 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**  
23 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)  
24 hour work period, as required by Labor Code section 512 and the applicable Wage Order.

25 34. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
26 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**  
27 **Class** members when they worked five (5) hours without clocking out for any meal period.

28 35. Plaintiff alleges that, at all relevant times during the applicable limitations period,

1 Defendants maintained a policy or practice of automatically deducting one-half hour, and up to an  
2 hour, for a meal period from the paychecks of **Meal Period Sub-Class** members on each day they  
3 worked, regardless of whether or not they were able to take an uninterrupted, duty-free meal period.  
4 Furthermore, what meal periods were taken by **Meal Period Sub-Class** members were consistently  
5 interrupted by work. Additionally, Plaintiff and **Meal Period Sub-Class** members' meal periods were  
6 consistently taken after the completion of their fifth hour of work. Moreover, Plaintiff and **Meal**  
7 **Period Sub-Class** members were never afforded the opportunity to take second meal periods when  
8 they worked in excess of ten (10) hours a day.

9 36. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
10 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**  
11 **Sub-Class** with a second meal period when they worked shifts of ten or more hours and failed to pay  
12 them premium wages as required by Labor Code 512 and the applicable Wage Order.

13 37. Moreover, Defendants written policies fail to inform Meal period Class Members of  
14 their meal period, and second meal period, rights under the Labor Code and applicable Wage Orders.

15 38. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**  
16 **Class** members additional premium wages, and/or were not paid premium wages at the employees'  
17 regular rates of pay when required meal periods were not provided.

18 39. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of  
19 himself and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest  
20 thereon, and costs of suit.

21 40. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the  
22 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the  
23 **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

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**SECOND CAUSE OF ACTION**

**FAILURE TO PROVIDE REST PERIODS**

**(Lab. Code §§ 204, 223, 226.7 and 1198)**

**(Plaintiff and Rest Period Sub-Class)**

41. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

42. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full rest period protections of both the Labor Code and the applicable Wage Order.

43. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

44. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

45. Compensation for missed rest periods constitutes wages within the meaning of Labor Code section 200.

46. Labor Code section 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

47. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class** with net rest period of at least ten uninterrupted minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order.

48. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class** members additional premium wages when required rest periods were not provided.

49. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself

1 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and  
 2 costs of suit.

3 50. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the  
 4 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest**  
 5 **Period Sub-Class** members, seek to recover reasonable attorneys' fees.

### 6 **THIRD CAUSE OF ACTION**

#### 7 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

8 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

9 **(Plaintiff and Hourly Employee Class)**

10 51. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
 11 herein.

12 52. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been  
 13 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the  
 14 applicable Wage Order.

15 53. Section 2 of the applicable Wage Order defines "hours worked" as "the time during  
 16 which an employee is subject to the control of the employer, and includes all the time the employee  
 17 is suffered or permitted to work, whether or not required to do so."

18 54. Section 4 of the applicable Wage Order requires an employer to pay non-exempt  
 19 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours  
 20 that an employer has actual or constructive knowledge that employees are working.

21 55. Labor Code section 1194 invalidates any agreement between an employer and an  
 22 employee to work for less than the minimum or overtime wage required under the applicable Wage  
 23 Order.

24 56. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated  
 25 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition  
 26 to the underlying unpaid minimum wages and interest thereon.

27 57. Labor Code section 1197 makes it unlawful for an employer to pay an employee less  
 28 than the minimum wage required under the applicable Wage Order for all hours worked during a

1 payroll period.

2 58. Labor Code section 1197.1 provides that it is unlawful for any employer or any other  
3 person acting either individually or as an officer, agent or employee of another person, to pay an  
4 employee, or cause an employee to be paid, less than the applicable minimum wage.

5 59. Labor Code section 1198 makes it unlawful for employers to employ employees under  
6 conditions that violate the applicable Wage Order.

7 60. Labor Code section 204 requires employers to pay non-exempt employees their earned  
8 wages for the normal work period at least twice during each calendar month on days the employer  
9 designates in advance and to pay non-exempt employees their earned wages for labor performed in  
10 excess of the normal work period by no later than the next regular payday.

11 61. Labor Code section 223 makes it unlawful for employers to pay their employees lower  
12 wages than required by contract or statute while purporting to pay them legal wages.

13 62. Labor Code section 510 and Section 3 of the applicable Wage Order require employees  
14 to pay non-exempt employees overtime wages of no less than one and one-half times their respective  
15 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in  
16 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh  
17 consecutive day of one workweek.

18 63. Labor Code section 510 and Section 3 of the applicable Wage Order also require  
19 employers to pay non-exempt employees overtime wages of no less than two times their respective  
20 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours  
21 worked in excess of eight hours on a seventh consecutive workday during the workweek.

22 64. Plaintiff is informed and believes that, at all relevant times, Defendants have applied  
23 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to  
24 working conditions and compensation arrangements.

25 65. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**  
26 **Employee Class** members for all time worked, including but not limited to, overtime hours at  
27 statutory and/or agreed rates.

28 66. At all relevant times during the applicable limitations period, Defendants maintained



1 a policy or practice of automatically deducting one-half hour, or one hour, from Plaintiff and **Hourly**  
2 **Employee Class** members' timecards on every workday for alleged meal period, regardless of  
3 whether or not a compliant meal period was provided. Furthermore, what meal periods were taken by  
4 **Hourly Employee Class** members were consistently interrupted by work.

5 67. As a result of Defendants' policy or practice of automatically deducting one-half hour  
6 or one hour from employees' timecards for every workday for a meal period, Plaintiff and **Hourly**  
7 **Employee Class** members were required to perform off-the-clock work that Defendants either knew  
8 or should have known they were working.

9 68. Plaintiff is informed and believes that, at all relevant times during the applicable  
10 limitations period, Defendants maintained a policy or practice of not paying hourly wages to **Hourly**  
11 **Employee Class** members for all time worked, including but not limited to, overtime hours at  
12 statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

13 69. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**  
14 **Employee Class** members all earned wages every pay period at the correct rates, including overtime  
15 rates, because Defendants directed, permitted or otherwise encouraged Plaintiff and **Hourly**  
16 **Employee Class** members to perform off-the-clock work, discussed herein.

17 70. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**  
18 members have suffered damages in an amount, subject to proof, to the extent they were not paid the  
19 full amount of wages earned during each pay period during the applicable limitations period,  
20 including overtime wages.

21 71. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on  
22 behalf of herself and **Hourly Employee Class** members, seek to recover unpaid straight time and  
23 overtime wages, interest thereon and costs of suit.

24 72. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the  
25 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and  
26 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

27 ///

28 ///

**FOURTH CAUSE OF ACTION**  
**FAILURE TO TIMELY PAY ALL FINAL WAGES**  
**(Lab. Code §§ 201-203)**  
**(Plaintiff and Waiting Time Penalties Sub-Class)**

73. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

74. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have been entitled, upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid before termination or resignation.

75. At all relevant times, pursuant to Labor Code section 201, employees who have been discharged have been entitled to payment of all final wages immediately upon termination.

76. At all relevant times, pursuant to Labor Code section 202, employees who have resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to payment of all final wages at the time of resignation.

77. Plaintiff is informed and believes that, at all relevant time during the applicable limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class** members all of their final wages in accordance with the Labor Code.

78. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying **Waiting Time Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to timely pay them all final wages.

79. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible with those requirements.

80. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their

1 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

2 81. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine  
3 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**  
4 **Class** members, seek awards of reasonable attorneys' fees and costs.

5 **FIFTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

8 **(Plaintiff and UCL Class)**

9 82. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
10 herein.

11 83. Business and Professions Code section 17200 defines "unfair competition" to include  
12 any unlawful business practice.

13 84. Business and Professions Code section 17203-17204 allow a person who has lost  
14 money or property as a result of unfair competition to bring a class action in accordance with Code  
15 of Civil Procedure section 382 to recover money or property that may have been acquired from  
16 similarly situated persons by means of unfair competition.

17 85. California law requires employers to pay hourly, non-exempt employees for all hours  
18 they are permitted or suffered to work, including hours that the employer knows or reasonable should  
19 know that employees have worked.

20 86. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,  
21 SECOND, and THIRD causes of action herein.

22 87. Plaintiff lost money or property as a result of the aforementioned unfair competition.

23 88. Defendants have or may have acquired money by means of unfair competition.

24 89. Plaintiff is informed and believes and thereupon alleges that by committing the Labor  
25 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,  
26 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, which  
27 make it a misdemeanor to commit the Labor Code violations alleged herein.

28 90. Defendants have committed criminal conduct through their policies and practices of,

1 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt  
2 employees with compliant meal and rest periods and pay non-exempt employees for all hours worked.

3 91. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes  
4 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*  
5 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows  
6 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,  
7 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of  
8 similarly situated persons in a class action proceeding.

9 92. As a result of Defendants' violations of the Labor Code during the applicable  
10 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form  
11 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

12 93. Plaintiff is informed and believes that other similarly situated persons have been  
13 subject to the same unlawful policies or practices of Defendants.

14 94. Due to the unfair and unlawful business practices in violation of the Labor Code,  
15 Defendants have gained a competitive advantage over other comparable companies doing business in  
16 the State of California that comply with their legal obligations.

17 95. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive  
18 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates  
19 or is considered unlawful under any other state or federal law.

20 96. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,  
21 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining  
22 Defendants, and each of them, and their agents and employees, from further violations of the Labor  
23 Code and applicable Wage Orders.

24 97. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff  
25 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining  
26 Defendants, and each of them, and their agents and employees, from further violations of the Labor  
27 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an  
28 order permanently enjoining Defendants, and each of them, and their respective agents and

employees, from further violations of the Labor Code and applicable Industrial Welfare Commission Wage Orders.

98. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of himself and UCL Class members, seek declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

99. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and UCL Class members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

100. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of himself and UCL Class members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

101. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and UCL Class members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general public, prays for relief and judgment against Defendants as follows:

- (1) An order that the action be certified as a class action;
- (2) An order that Plaintiff be appointed class representative;
- (3) An order that counsel for Plaintiff be appointed class counsel;
- (4) Unpaid wages;
- (5) Actual damages;
- (6) Liquidated damages;
- (7) Restitution;
- (8) Declaratory relief;
- (9) Pre-judgment interest;

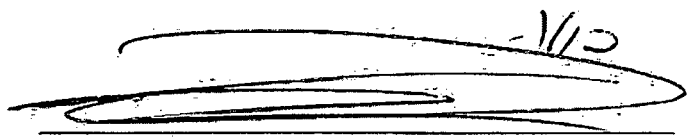
- (10) Statutory penalties;
- (11) Civil penalties;
- (12) Costs of suit;
- (13) Reasonable attorneys' fees; and
- (14) Such other relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: December 16, 2020

SETAREH LAW GROUP

A handwritten signature in dark ink, appearing to read "Shaun Setareh", is written over a horizontal line. The signature is stylized and includes a date "1/12" written in the upper right corner of the signature area.

Shaun Setareh  
David Keledjian  
Attorneys for Plaintiff  
VIET NGUYEN



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David Keledjian (SBN 309135) 9865 Wilshire Blvd., Suite 430 Beverly Hills, California 90212  TELEPHONE NO.: (310) 888-7771 FAX NO. (Optional): (310) 888-0109 ATTORNEY FOR (Name): VIET NGUYEN		FOR COURT USE ONLY  <b>ENDORSED FILED ALAMEDA COUNTY</b>  <b>DEC 17 2020</b>  CLERK OF THE SUPERIOR COURT By <u>M. Williams</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Rene C. Davidson Courthouse		
CASE NAME: NGUYEN v. SMITHS DETECTION, INC., et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000) <b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant. (Cal. Rules of Court, rule 3.402)		
CASE NUMBER: <b>RG 20084058</b> JUDGE: DEPT.:		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) <b>Other P/DP/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/W/D (23) <b>Non-P/DP/W/D (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DP/W/D tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input checked="" type="checkbox"/> Large number of separately represented parties	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input checked="" type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Five (5)

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)  
 Date: December 16, 2020  
 David Keledjian, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Filed By Fax

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET****CM-010**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties In Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition